

MASTER CONTRACT

BETWEEN

WEST LIBERTY COMMUNITY SCHOOL DISTRICT

AND

WEST LIBERTY EDUCATION ASSOCIATION  
PARAPROFESSIONALS

FOR THE

SCHOOL YEARS

**2005 - 2007**

WEST LIBERTY, IOWA

**(Printed Courtesy of West Liberty Education Association)**

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6 **Article I**

7  
8 **DEFINITIONS**

9  
10 **DEFINITIONS:** The term "School District" as used throughout this Agreement, shall mean the  
11 West Liberty Community School District or its duly authorized representatives or agents. The  
12 term "Board of Directors" as used throughout this Agreement, shall mean the Board of Directors  
13 of the School District or its duly authorized representatives or agents.

14  
15 The term "employee" as used throughout this Agreement, shall mean all paraprofessional  
16 employees represented by this Association in the bargaining unit as defined and certified by the  
17 Public Employment Relations Board. An employee not represented by this Association in the  
18 bargaining unit as defined and certified by the Public Employment Relations Board is neither a  
19 party to this Agreement nor is that employee covered by the provisions of this Agreement.

20  
21 The term "Association" as used throughout this Agreement, shall mean the West Liberty  
22 Education Association or its duly authorized representatives or agents. The term  
23 "paraprofessional" as used throughout this Agreement, shall mean all paraprofessional employees  
24 represented by this Association in the bargaining unit as defined and certified by the Public  
25 Employment Relations Board.

26  
27 The term "fulltime paraprofessional" as used throughout this Agreement, shall mean one who  
28 works for 30 hours per week or more on a regular and contractual basis.

29  
30 The term "part-time paraprofessional" as used throughout this Agreement, shall be one who  
31 works for less than 30 hours per week on a regular and contractual basis.

32  
33 **Article II**

34  
35 **DUES DEDUCTION**

36  
37 **EDUCATION ASSOCIATION DUES DEDUCTIONS:** An employee who is a member of  
38 the Association may sign and deliver to the School District Administrative Office a written  
39 assignment as prescribed by the Board of Directors authorizing payroll deduction of professional  
40 dues attributable to membership in the Association. Payroll deduction is not authorized nor does  
41 the Board of Directors agree to make payroll deductions for Association initiation fees, special  
42 assessments, back dues, fines, or any other item not specifically designated as membership dues.  
43 The written assignment authorizing payroll deduction for Association membership dues must be  
44 in the hands of the Board of Directors not later than five (5) working days after the

1 commencement of the contract work year as established by the school calendar in order for the  
2 payroll deduction to take effect during the annual payroll period. Pursuant to the written  
3 assignment authorizing payroll deduction for Association membership dues, the Board of  
4 Directors shall deduct one tenth (1/10) of such dues from the regular salary check of the  
5 employee each month beginning in September and ending in June of each year so long as the  
6 written assignment authorizing payroll deduction is submitted five (5) working days after the  
7 commencement of the contract work year as established by the school calendar.

8  
9 In the case where an employee becomes a member of the Association after the beginning of the  
10 school year the written assignment authorizing payroll deduction for Association membership  
11 dues must be in the hands of the Board of Directors not later than eight (8) working days prior to  
12 the final preparation of the monthly payroll for the payroll period in which payroll deduction is to  
13 commence. Pursuant to the written assignment authorizing payroll deduction for Association  
14 membership dues, the Board of Directors shall deduct the portion of such dues as shall be  
15 determined by dividing the amount of dues authorized by the number of payroll periods  
16 remaining, but in no case extending beyond the June payroll period, from the regular salary check  
17 of the employee each month.

18  
19 The School District shall transmit to the Association the total amount of money actually deducted  
20 from School District employee payroll checks as described above, ten (10) days, or as nearly as  
21 possible thereafter, following each regular payroll period.

22  
23 The School District, the Board of Directors, each individual Board of Directors member, and the  
24 Administration and its representatives shall not be liable to the Association by reason of the  
25 requirements of this Article for payroll deduction or the remittance of payment of any sum other  
26 than that which is to be deducted during the period and under the conditions described above.

27  
28 The Association agrees to indemnify and hold harmless the School District, the Board of  
29 Directors, each individual Board of Directors member, and the Administration and its  
30 representatives against any and all claims, costs, suits or other forms of liability, all court costs,  
31 and reasonable attorney fees arising out of the application of the provisions of this Agreement  
32 between the Board of Directors and the Association for payroll deduction of Association  
33 membership dues.

34  
35 Any School District employee may terminate his or her written assignment authorizing deduction  
36 for Association membership dues at any time by giving written notice to the Board of Directors  
37 not later than eight (8) working days prior to the final preparation of the monthly payroll for the  
38 payroll period in which payroll deduction is to terminate.

1 Article III

2  
3 GRIEVANCE PROCEDURE

4  
5 **DEFINITIONS:** A "grievance" is a claim by a School District employee, or the Association,  
6 that there has been a violation, misinterpretation, or misapplication of a specific term of this  
7 Agreement.

8  
9 An "aggrieved party" is a School District employee, or the Association, making the complaint.

10  
11 **PURPOSES:** The purpose of this grievance procedure is to provide an orderly method for  
12 resolving grievances. Determined effort shall be made to settle any such difference at the lowest  
13 possible level in the grievance procedure. Both parties agree that these proceedings will be kept  
14 as informal and confidential as may be appropriate at any level of the grievance procedure.

15  
16 **PROCEDURE:** Every aggrieved party shall have the right to present grievances in accordance  
17 with this grievance procedure. In addition, any employee who is an aggrieved party is free to  
18 meet with his or her immediate supervisor or other appropriate School District officials to adjust  
19 individual complaints without Association or other representation, if that aggrieved party so  
20 desires.

21  
22 The failure of an aggrieved party to act on any grievance within the prescribed time limits will  
23 act as a bar to any further appeal and an administrator's failure to give a decision within  
24 prescribed time limits shall permit the aggrieved party to proceed to the next step. The time  
25 limits, however, may be extended by mutual agreement. A grievance which is presented on or  
26 after June 1st of the contract work year shall be processed within the prescribed time limits  
27 except that those time limits shall consist of week days rather than working days, so that the  
28 grievance may be resolved before the close of the school term or as soon as is practicable  
29 thereafter. A grievance which is timely presented prior to the end of the term of this Agreement  
30 will be processed under the terms of this grievance procedure even though this Agreement  
31 expires prior to the time the grievance is resolved.

32  
33 The number of days indicated at each level should be considered as a maximum and every effort  
34 should be made to expedite the grievance process commensurate with the objective of obtaining  
35 a considered and informed decision.

36  
37 **GRIEVANCE RESOLUTION PROCESS: First Step - Informal Grievance Resolution**  
38 **with Principal or Immediate Supervisor.**

39  
40 If a School District employee is the aggrieved party, he or she shall attempt to resolve the  
41 grievance in an informal discussion with his or her building principal or immediate supervisor. If  
42 the Association is the aggrieved party, it shall attempt to resolve the grievance in an informal  
43 discussion with the building principal or immediate supervisor most closely associated with the

1 subject of the grievance. All grievances must be presented orally to the respective building  
2 principal or immediate supervisor within six (6) working days of the date of the occurrence of the  
3 event giving rise to the grievance or six (6) working days from the time such event reasonably  
4 should have been ascertained to have occurred. Any informal adjustment of a grievance agreed  
5 upon between the aggrieved party and the building principal or immediate supervisor shall not  
6 establish a precedent in any comparable situation, and shall not be inconsistent with the  
7 provisions of this Agreement.

## 8 9 **Second Step - Formal Grievance Resolution with Principal or Immediate Supervisor.**

10  
11 If a grievance is not resolved informally at the first step of the grievance process, the aggrieved  
12 party shall file the grievance in writing with the building principal or immediate supervisor  
13 involved within ten (10) working days after the informal conference with said building principal  
14 or immediate supervisor. The written grievance shall: (i) be dated and state the nature and the  
15 date of the occurrence of the event giving rise to the grievance; (ii) note the specific provision or  
16 provisions of this Agreement which have been misinterpreted and/or misapplied; and (iii) state  
17 the remedy requested. The building principal or immediate supervisor receiving the grievance  
18 shall date and initial the written grievance, verifying receipt of the same. Within ten (10)  
19 working days after the building principal or immediate supervisor receives the written grievance,  
20 a meeting shall be held with the aggrieved party at a mutually agreeable time to discuss the  
21 alleged grievance and attempt to resolve the grievance. Said meeting shall not be held at a time  
22 that would interrupt the aggrieved party's instructional program and related work activities. If the  
23 aggrieved party is a School District employee, he or she may request that a designated  
24 representative of the Association be present and participate at such meetings, provided the  
25 Association concurs in such participation. The participating building principal or immediate  
26 supervisor or other person designated by the School District shall render a decision on the  
27 grievance and shall date, sign and communicate the written decision to the aggrieved party, the  
28 Association, and to the Superintendent of Schools within ten (10) working days following the  
29 meeting between the building principal or immediate supervisor and the aggrieved party.

## 30 31 **Third Step - Formal Grievance Resolution with Superintendent of Schools.**

32  
33 In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved  
34 party may file an appeal of the decision rendered at the second step within six (6) working days  
35 of said decision by personally delivering or mailing by certified mail a copy of the written  
36 grievance to the Superintendent of Schools. The Superintendent of Schools shall date and initial  
37 the written grievance verifying receipt of the same. Within six (6) working days after receipt of  
38 the written appeal of the grievance decision by the Superintendent of Schools, the aggrieved  
39 party, the Superintendent of Schools or his or her designated representative, and if the aggrieved  
40 party so desires, his or her Association representative, shall meet at a time not in conflict with the  
41 aggrieved party's instructional program and related work activities in an attempt to resolve the  
42 grievance. The Superintendent of Schools shall render a decision on the grievance and  
43 communicate the decision, in writing, to the aggrieved party, the participating building principal  
44 or immediate supervisor, and the Association within ten (10) working days from the third step

1 meeting.

2  
3 **Fourth Step - Formal Grievance Resolution with Binding Arbitration.**  
4

5 In the event that the grievance is not resolved satisfactorily at the third step, the aggrieved party  
6 may file with the School District a written request for impartial, binding arbitration of the  
7 grievance within thirty (30) calendar days following the date of the third step decision. If the  
8 request for binding arbitration is not filed within the time so provided, the third step decision  
9 shall be final. The School District and the aggrieved party shall file a joint request with the  
10 Federal Mediation and Conciliation Service for a panel of five (5) prospective impartial, binding  
11 arbitrators. Within five (5) calendar days of receipt of a panel of prospective impartial, binding  
12 arbitrators, the aggrieved party and the School District shall alternately strike one (1) name from  
13 the panel until one (1) name remains and the remaining name shall be the impartial, binding  
14 arbitrator. The party to make the first strike shall be determined by lot. The impartial, binding  
15 arbitrator shall have no power to alter, change, or amend the provisions of the Agreement. The  
16 impartial, binding arbitrator's authority shall be strictly limited to decide only the issue or issues  
17 presented in writing by the aggrieved party and the School District, and the arbitration decision  
18 must be based solely and only upon interpretation of the meaning or application of the expressed  
19 relevant language of this Agreement. The impartial, binding arbitrator shall file his or her written  
20 decision within thirty (30) calendar days with the Board of Directors, the aggrieved party, and the  
21 Association, and that decision shall be final.  
22

23 **OTHER:**  
24

- 25 A. All meetings and hearings, under this procedure, shall be conducted in private and shall  
26 include only witnesses, the grievant(s), and their designated or selected representatives.  
27
- 28 B. If any employee files any claim or complaint in any form other than the grievance  
29 procedure set forth in this Article, then the School District shall not be required to process  
30 the same claim or set of facts through the grievance procedure.  
31
- 32 C. The Association pledges itself to make an effort to maintain unimpaired educational  
33 service to the community. The Association shall participate in preventing members of the  
34 bargaining unit to strike, slow down, disrupt, impede or otherwise impair the normal  
35 functions of the School Board or to refuse to perform any customarily assigned duties.  
36
- 37 D. The aggrieved party and the School District shall bear their individual costs and the  
38 expenses of the grievance procedure, except that the expenses and fee of the impartial,  
39 binding arbitrator required in the fourth step of the formal grievance resolution process,  
40 shall be shared equally by the aggrieved party and the School District.  
41
- 42 E. All documents, communications, and records dealing with the processing of a grievance  
43 shall be filed in a separate grievance file and shall not be kept in the personnel file of any  
44 of the participants.

- 1  
2 F. Unless agreed to by the Superintendent or designee, all grievances shall be processed  
3 outside the employee's work day unless there is a mutual agreement to meet during the  
4 work day.  
5  
6

7 **Article IV**  
8

9 **HOURS AND DUTIES**  
10

- 11 A. The work day shall not exceed eight (8) consecutive hours. Each building principal shall  
12 determine the time of arrival for duty and the time of departure from duty of each  
13 employee. The work day shall not usually start any earlier than 7:00 a.m. and will not  
14 usually end any later than 4:00 p.m.  
15  
16 B. Employees shall not leave the building to which they are assigned during normal working  
17 hours without the approval of the principal or designee.  
18  
19 C. The workday may be extended with pay due to staff meeting, other meetings, activities,  
20 conferences, or duties which necessitate employee attendance.  
21  
22 D. **LUNCH BREAK:** The District shall endeavor to schedule an unpaid duty-free lunch  
23 break of thirty (30) minutes for each employee. In the event duties are assigned during  
24 that break, the employee shall be paid for the time worked.  
25  
26 E. **EMPLOYEE BREAK TIME:** The District shall endeavor to schedule two paid break  
27 periods of fifteen (15) minutes for each employee, one in the morning and one in the  
28 afternoon.  
29 F. **OVERTIME:** The building principal may require an employee to work overtime to meet  
30 operational needs or in an emergency. Employees will be paid at time and one-half for any  
31 hours worked beyond forty (40) hours in one week. No overtime shall be worked unless  
32 authorized in advance.  
33  
34  
35

36 **Article V**  
37

38 **SALARIES**  
39

- 40 A. **SALARY SCHEDULE:** The salary schedule for each paraprofessional is set forth in  
41 Exhibit A, which is attached hereto and made a part hereof.  
42  
43 B. **PLACEMENT ON THE SALARY SCHEDULE:** Paraprofessionals who are entering



1 the School District for the first time will be placed on a probationary step except as noted  
2 on Exhibit A.

3  
4 C. **ADVANCEMENT ON THE SALARY SCHEDULE:** Paraprofessionals shall be  
5 granted one (1) increment or vertical step on the salary schedule for each year of service,  
6 until the maximum of their classification is reached. A year of service consists of  
7 employment in the School District for ninety (90) days and/or one full semester of  
8 consecutive days or more in one (1) contract work year as established by the school  
9 calendar.

10  
11 D. **METHOD OF PAYMENT:** The payroll period shall be once a month with the pay day  
12 to be on the 15th. When a pay date falls on or during a school holiday, vacation, or  
13 weekend, employees shall receive their pay checks on the last previous working day.  
14

## 15 16 **Article VI**

### 17 18 **INSURANCE**

19  
20 A. The Board shall pay health insurance monthly premiums for each regular full-time  
21 employee, up to a maximum of two hundred seventy-five (\$275) per month for insurance  
22 coverage for the 2005-2006 year and two hundred ninety (\$290) per month for insurance  
23 coverage for the 2006-2007 year.  
24

25 B. All terms and conditions of insurance coverage provided including eligibility for coverage,  
26 coverage period, and dates of premium payments necessary for such coverage shall be  
27 determined by the insurance carrier (company).  
28

29 C. The Board of Directors is not obligated to underwrite, coinsure, or provide employees'  
30 group insurance to employees except in the form of contributing to an employees' group  
31 insurance policy. The Board of Directors shall meet and confer with the Association prior  
32 to changing insurance carrier or program. The Association must approve of any change in  
33 or reduction of insurance benefits.  
34

35 D. In order for employees to be eligible for and to receive the above stated School District  
36 contribution toward an employees' group hospitalization and major medical insurance  
37 policy, the employee must be contracted to work at least thirty (30) hours per week. If the  
38 employee is not contracted to work at least thirty (30) hours per week, the employee may,  
39 except to the extent limited by paragraph B of this article, participate in the employee's  
40 group hospitalization and major medical policy, but the School District will not contribute  
41 towards the policy.  
42

43 E. The employees' group hospitalization and major medical insurance policy shall provide

1 coverage for twelve (12) consecutive months beginning September 1, and ending August  
2 31, each year.

3  
4 F. **EMPLOYEES' GROUP LONG TERM DISABILITY INSURANCE POLICY:** The  
5 School District shall select and pay the premium for an employees' group long term  
6 disability insurance policy.

7  
8 G. **SALARY REDUCTION:** The District shall provide a section #125 salary reduction  
9 plan. Each employee shall have the option to reduce his/her salary to pay for any of the  
10 following, except to the extent limited by Paragraph B.

- 11  
12 1. The unreimbursed portion of the health and major medical insurance premiums.  
13 2. Dental insurance premiums.  
14 3. Dependent care expenses.  
15 4. Unreimbursed medical expenses.  
16

17  
18 **Article VII**

19  
20 **LEAVES**

21  
22 All absences from work must be reported to the building principal prior to the beginning of the  
23 work day and in no case later than one (1) hour before the beginning of the regular work day.  
24

25 A. **Sick Leave**

- 26  
27 1. Every fulltime teacher aide shall be entitled to sick leave as follows:

28  
29 10 days sick leave - first year of employment.  
30 11 days sick leave - second year of employment.  
31 12 days sick leave - third year of employment.  
32 13 days sick leave - fourth year of employment.  
33 14 days sick leave - fifth year of employment.  
34 15 days sick leave - sixth year of employment and each succeeding year.  
35

36 Permanent employees who render part-time services shall be entitled to sick leave  
37 for time actually worked. Pay for each sick leave day earned will be based on the  
38 actual hours worked as a part-time employee. An employee may carry over the  
39 portion of days not actually used to a maximum of one hundred twenty five (125)  
40 working days.

- 41  
42 2. An employee on sick leave shall inform his/her building principal of the fact and  
43 reason therefore as soon as possible and in no case later than one (1) hour before

the beginning of the regular work day. Failure to do so may be cause for denial of pay for the period of absence. The building principal may require a doctor's certificate before approving sick leave with pay. Sick leave shall not be granted for employee elective surgery or for leaves for which reasonable evidence cannot be shown, confirming the necessity of sick leave absence.

3. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) day.

4. On separation from school district service, all sick leave credit shall be cancelled and may not be reinstated or paid for.

**B. Injury Leave:**

The West Liberty Community School District carries Worker's Compensation Insurance in order to protect the employee when he/she is injured on the job. Any school employee who is injured on the job must report this injury immediately to the superintendent's office. Insurance companies require that all injuries must be reported within a 24 hour period. Injuries are subject to review and shall be covered at the discretion of the insurance carrier.

Any employee injured while engaged in work covered by Worker's Compensation Insurance which results in absence from work will be compensated at the employee's option by the School District for loss of wages caused by such injury for the difference between the amount paid by Worker's Compensation fund and basic compensation rate of the employee for a period not to exceed the number of sick leave days credited to the employee. In order to receive such supplemental benefits, a written statement from a practicing physician licensed under the laws of the State of Iowa describing in detail the nature and extent of the injury will be required by the building principal.

**C. Special Leave**

All special leaves must be requested on a leave request form which shall be supported by the building principal and approved by the Superintendent of Schools. Except in cases where advance planning is not possible, special leaves should be requested at least three (3) working days in advance of the anticipated absence.

**1. Emergency Leave**

a. Employees shall be entitled to four (4) days leave per year with pay to attend to urgent personal business (for example: illness in the immediate family and special appointments with lawyers, doctors, banks and courts).

- b. Emergency leave days are not to be charged against sick leave and must be approved in advance administratively. Unused emergency leave days are not cumulative.

2. **Family Illness Paid Leave**

- a. Employees shall be entitled to two (2) days of family illness leave per year with pay for the following reason, which because of urgency, necessitate the employee being gone during the regular work day: illness in the immediate family.
- b. Immediate family shall be defined as spouse, parent, step-parent, child, or step-child.

3. **Bereavement Leave**

- a. Up to eight (8) working days of bereavement leave with pay may be granted to an employee in the event of the death of that employee's spouse, child, step-child, mother, father, step-parent, son-in-law, or daughter-in-law. Up to four (4) working days of bereavement leave with pay may be granted to an employee in the event of the death of that employee's grandmother, grandfather, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, or grandchildren. The above leaves will be for each such occurrence.
- b. Up to one (1) working day for requested duties at a funeral.
- c. Emergency leave may be requested for an employee's attendance at other funerals.

4. **Jury or Court Duty**

The Board of Education may authorize special leave, with pay, for service on a jury or attending court, except in cases involving a criminal act by the employee, or a civil case where the employee is a party. Renumeration received by the employee, above mileage pay, for said service shall be turned over to the school district in return for full regular pay from the district.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to the principal and shall complete any remaining hours of the working day if required.

5. The Board of Education may authorize special leave of absence for any period or

periods not to exceed three calendar months in any one fiscal year for the following purposes: with or without pay for attendance at a college, university or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the school district; without pay, for urgent personal business requiring employee's attention for an extended period such as settling or liquidating a business; and with or without pay for purposes other than the above that are deemed beneficial to school district service.

6. In addition to leave authorized above, the Superintendent may authorize an employee to be absent without pay for personal business for a period or periods not to exceed ten working days in any school fiscal year.

**7. Personal Leave**

Employees shall be granted one (1) working day of personal leave with pay for the conduct of matters which cannot be reasonably transacted other than during school hours. An employee planning to use a personal leave pay day shall notify and secure the approval of the Superintendent of Schools at least three (3) working day in advance, except in the case of emergency. Personal leaves shall not be granted during the first or last week of any school year or on an inservice day, or on any day immediately preceding or following a school holiday or vacation. The Superintendent of Schools shall not grant more than two (2) requests per building per day, approval shall be granted in order of receipt of notification. Additional requests beyond two (2) per building per day may be granted at the Superintendent's discretion. Personal leave shall not be granted for the purpose of recreation or participation in any form of work stoppage.

**D. Absence Without Leave:**

All unauthorized and unreported absences shall be considered unauthorized absences without leave and deduction of pay shall be made for the period of absence. Three (3) consecutive days of absence without leave shall be construed as representing resignation from the school district service.

**E. Inclement Weather:**

On days when school is cancelled due to inclement weather, employees on an hourly rate will be paid only for the hours they actually worked.

**F. General Provisions on Leave of Absence**

1. Employees on any paid leave of absence agree not to accept employment for wages without Board approval. Violation will be cause for reprimand or

1 discipline.

2  
3 2. An employee who gives the Board a false reason to obtain a leave of absence will  
4 be subject to discharge.

5  
6 3. Failure of an employee to return to work at the end of an authorized leave of  
7 absence period, or extension thereof, will terminate the employee's relationship  
8 with the Board, unless the Board determines otherwise.

9  
10 4. All absences other than those enumerated under the above leave provisions will  
11 result in loss of pay at the employee's prorated amount.  
12

### 13 14 **Article XIII**

#### 15 16 **HOLIDAYS**

17  
18 A. All permanent fulltime paraprofessionals as defined in Article II shall receive their regular  
19 compensation for the following holidays, provided the holidays fall within the regular  
20 work period in the school year:

21		
22	Labor Day	New Year's Day
23	Thanksgiving	President's Day
24	Friday after Thanksgiving	Friday before Easter
25	Day before Christmas Day	Monday after Easter
26	Christmas Day	Memorial Day
27		

28 B. Those part-time paraprofessionals as defined in Article II shall receive their regular  
29 compensation for the above holidays beginning with the first day of the fourth anniversary  
30 of their date of hire.

31  
32 C. In lieu of holiday, employees required to work on a holiday listed shall be granted an  
33 additional day of compensatory time off, for each holiday worked.  
34

35 D. Any such employee shall forfeit his/her right to payment for any holiday if he/she is absent  
36 on the last regular work day preceding such holiday or on the next regular work day  
37 following such holiday unless such absences are provided for in Article VIII, Leaves.

38  
39 E. When a holiday listed in Section A falls on a Saturday or Sunday, an additional day of  
40 compensatory time off, in accordance to the time which would normally have been  
41 worked, shall be granted for said holiday.  
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**DEFINITION:** Seniority shall be defined as the length of continuous service in the School District from the most recent date of hire. Accumulation of seniority shall begin on the employee's first day of work. An employee shall retain and accrue seniority during any period that he or she is on an approved leave of absence. An employee shall retain, but not accrue, seniority during any period that he or she has been laid-off but is subject to recall pursuant to Article XI, Staff Reduction Procedure. An employee shall be entitled to full credit for service in the School District, regardless of whether that employee is fulltime or part-time employee. Seniority will terminate when the employee resigns, is terminated, is laid-off for a period exceeding two (2) years, fails to respond to recall pursuant to Article XI, Staff Reduction Procedure, or fails to return following an approved leave of absence.

**SENIORITY LIST:** The School District shall prepare a paraprofessional seniority list which shall include each paraprofessional's name, number of years of continuous, fulltime or part-time employment in the School District from the most recent date of hire, and seniority rank number. The paraprofessional seniority list will be posted in each school building by October 1 of each contract work year as established by the school calendar. Employees have ten (10) working days to raise objections to their seniority ranking. Any objections are waived if not made within the ten (10) working days. Any objections related to the relative position of an employee on the seniority list that are not made within ten (10) working days of the second posting of that particular employee's relative position shall be forever waived.

Where seniority is applicable throughout this Agreement, it shall be measured according to this Article.

## STAFF REDUCTION PROCEDURE

If the Board of Directors shall in its discretion determine to reduce staff or discontinue programs, the procedure set forth in this article shall be followed.

**LAYOFFS:** The Board of Directors shall in its discretion determine the number of employees, if any, to be laid off. Layoffs shall be made in the following order:

**FIRST:** Normal attrition resulting from employees retiring or resigning.

**SECOND:** Employees in reverse order of seniority in the School District, except if an employee to be laid off is the employee who has the skills needed to maintain an educational program as defined below. If two employees have the same

seniority, the district will determine which employee to layoff.

Skills are defined as:

1. Those needed to communicate with hearing impaired student(s).
2. Those needed to communicate with non-English speaking students.
3. Those who have extra training to work with the head start program.

**RECALL RIGHTS:** Any paraprofessional laid off pursuant to this policy shall have recall rights for two (2) years from the effective date of layoff or from July 1 following the contract work year in which notice of layoff was received, whichever is later, to a position in which they have had paraprofessional experience in the West Liberty Community School District at the time of layoff. No employee may be prevented from securing other employment during the period that he or she is laid off pursuant to this policy. The employee shall have ten (10) working days from the date the written recall notice is mailed, to his or her last known address as on file with the School District, in which to accept recall as evidenced by signing an individual contract or by notifying the District by certified mail. The written recall notice shall be sent by certified mail with return receipt requested. A copy of the written recall notice shall be sent to the president of the Association. The employee's recall rights shall terminate at any time that he or she either accepts recall or refuses recall to any equivalent (in time) position or does not respond to a recall notice mailed to the last known address on file with the School District within the ten (10) working day limit.

**NOTIFICATION:** The Administration shall provide written notice to each employee with recall rights who is to be laid off no later than May 15th preceding each contract work year as established by the school calendar. In the event that a decision to layoff or reduce an employee occurs later than May 15, the Administration shall provide a two week written notice to each employee who is to be laid off or have his/her hours reduced. The Board of Directors shall keep on file a current list of those employees who have retained such recall rights provided by this Agreement. The Board of Directors shall provide the Association with a copy of the current list of those employees who have retained such recall rights provided by the Agreement within twenty (20) working days of July 1 of each contract work year. It shall be the responsibility of the employee on recall to inform the School District of a change in mailing address.

**BENEFITS:** Any employee who is re-employed by exercising his or her recall rights shall be given his or her experience as if continuously employed in the School District.

**RESIGNATIONS:** Any employee who resigns upon request for reasons of staff reduction shall be accorded the recall rights provided by this Agreement unless specifically waived in writing.

**PART-TIME EMPLOYEES:** A part-time employee as defined in Article II, who is laid off



1 pursuant to this policy shall have recall rights as set forth above to an equivalent part-time  
2 position but not to a fulltime position. This does not preclude the School District in its discretion  
3 from offering the part-time employee a fulltime position as set forth above. If the part-time  
4 employee was initially a fulltime employee who was subsequently reduced to part-time and then  
5 laid off, the employee would have recall rights to a fulltime position in the same manner as a  
6 fulltime employee with recall rights.

## 8 **Article XI**

### 10 **VOLUNTARY TRANSFERS**

12 **DEFINITIONS:** A "vacancy" exists when a position becomes available because of death,  
13 retirement, resignation, transfer, termination of an employee, or when a new school year or  
14 summer position is created.

16 A "voluntary transfer" shall be considered the movement of a paraprofessional, based upon the  
17 request of the paraprofessional, to a vacant position.

19 **NOTIFICATION OF VACANCIES:** The Superintendent of Schools shall post in each school  
20 building a list of the position vacancies which occur during the contract work year as established  
21 by the school calendar. The Superintendent of Schools shall post in each school building a list of  
22 the position vacancies for the following contract work year as established by the school calendar  
23 as soon as is practicable upon learning of the vacancy. Notice of summer position vacancies will  
24 be sent to the Association president. The Superintendent of Schools shall have the discretion to  
25 fill or not to fill any portion of all of the vacant position.

27 **PREFERENCE FOR FILLING VACANCY:** Once the Superintendent of Schools has  
28 determined that a vacancy exists after staff realignment or involuntary transfer procedures have  
29 been pursued, the following shall be a preference for filling a vacancy in the School District: (1)  
30 employees returning from a leave of absence, from the vacancy or an equivalent vacant position,  
31 (2) fulltime employees seeking voluntary transfer, (3) part-time employees seeking voluntary  
32 transfer, (4) former employees on recall, (5) persons seeking employment in the District for the  
33 first time. The Superintendent of Schools shall give due consideration to all eligible and  
34 qualified applicants in the best interest of the School District.

36 **VOLUNTARY REQUESTS FOR TRANSFER:** Employees desiring to voluntarily transfer to  
37 a vacant position may file a written request for transfer with the Superintendent of Schools. The  
38 written request for voluntary transfer shall include the designation of the vacant position to which  
39 the paraprofessional desires to be transferred. Requests for voluntary transfer shall be submitted  
40 no later than ten (10) days following the posting of the vacancy notice.

42 **POSTING OF TRANSFERS:** The Superintendent of Schools shall post in each school  
43 building a system-wide schedule showing the name of all employees who are being transferred

1 and the nature of such transfer as soon as is practicable upon finalization of that system-wide  
2 schedule.

3  
4 **PROCEDURE FOR REVIEWING REQUESTS OF VOLUNTARY TRANSFER:** The  
5 Superintendent of Schools shall have discretion to approve or disapprove employee requests for  
6 voluntary transfer based upon its determination of whether or not approval of the request for  
7 voluntary transfer is in the best interest of the School District. If more than one eligible  
8 employee has applied for the same vacancy, the determination as to which, if any, employee  
9 request for voluntary transfer is approved shall be made at the discretion of the Superintendent of  
10 Schools who shall determine the best interest of the School District based upon all relevant  
11 information available to the Superintendent of Schools.

12  
13 **DETERMINATION OF TRANSFER:** The decision or determination on a request for  
14 voluntary transfer shall be in the sole and explicit discretion of the Superintendent of Schools  
15 whose decision shall not be subject to grievance procedures.

## 16 17 **Article XII**

### 18 19 **STAFF REALIGNMENT**

20  
21 **DEFINITION:** A "staff realignment" shall be considered the movement of a paraprofessional,  
22 not based upon the request of the paraprofessional but in the discretion of the Superintendent of  
23 Schools based on the need of the School District.

24  
25 **PROCEDURE FOR STAFF REALIGNMENT:** The Superintendent of Schools will have  
26 discretion to realign employees based upon his or her determination of the need of the School  
27 District. The Superintendent of Schools shall have discretion to fill or not to fill any position or  
28 make any transfer for staff realignment or any other purpose in the best interest of the School  
29 District.

30  
31 **NOTICE:** Notice of a staff realignment shall be given in writing to the employees affected as  
32 soon as it is practicable after the determination that the employees will be realigned.

33  
34 **MEETING AND APPEAL OF STAFF REALIGNMENT:** An employee who has been  
35 transferred due to a staff realignment may protest that staff realignment decision up to the  
36 Superintendent of Schools. The Superintendent of Schools shall provide for the employee the  
37 reasons, in writing, for the decision to transfer due to staff realignment. The Superintendent shall  
38 also meet to discuss these reasons with the employee, an Association representative, if the  
39 employee desires, and the building principal.

40 **DETERMINATION OF TRANSFER:** The decision or determination of the necessity of a  
41 transfer due to staff realignment shall be in the sole and explicit discretion of the Superintendent  
42 of Schools whose decision shall not be subject to grievance procedures.

1  
2 **Article XIII**

3  
4 **IN-SERVICE TRAINING**

5  
6 After consultation with the Association, the Superintendent of Schools retains the sole discretion  
7 to schedule appropriate time during the school year for use by the administration and each  
8 paraprofessional for in-service.  
9

10  
11 **Article XIV**

12  
13 **EVALUATION PROCEDURE**

- 14  
15 A. Within ten (10) work days prior to the initial formal evaluation, employees shall be  
16 acquainted by a member of the administrative staff with the evaluation procedures to be  
17 observed.  
18  
19 B. The performance of all paraprofessional staff members will be formally evaluated once  
20 each school year and as deemed practical and necessary by the Administration.  
21  
22 C. Each employee shall receive his or her written copy of all formal evaluations. The  
23 employee shall sign the evaluator's copy acknowledging receipt of the employee's copy.  
24 The employee's signature on the evaluation form shall be understood to indicate his or her  
25 awareness of the material but in no instance shall said signature be interpreted to mean  
26 agreement with the content of the material.  
27  
28 D. The employee shall have the right to submit an explanation or other written statement  
29 regarding any material used for evaluation for inclusion in his/her evaluation file. Any  
30 written statement by the employee shall be made at the time of the evaluation conference,  
31 or within five (5) working days of the receipt of the evaluation form.  
32  
33 E. Informal evaluations by an administrator or designee may occur any time.  
34  
35 F. In case an evaluation is used to take adverse action against an employee, the employee  
36 may grieve the evaluation as being arbitrary and capricious. Adverse action shall be  
37 defined as termination or suspension. The grievance timelines shall begin at the time of  
38 the adverse action.  
39  
40 G. All new employees are placed on a one (1) year probationary period. Continued  
41 employment and increase to the job rate after the probationary period will be determined  
42 by an evaluation of the employee made by the Superintendent and/or a qualified designee.  
43 An unsatisfactory evaluation will result in termination of the employee's contract or  
44 extension of the probationary period. Nothing in this section shall deny the Board's ability

1 to terminate a probationary employee at any time during the probationary period. A  
2 probationary employee does not have the right to file grievance for any alleged violation of  
3 this Article.

4 **Article XV**

5  
6 **COMPLIANCE CLAUSES AND DURATION**

7  
8 **A. Separability**

9  
10 Should any article, section, or clause of this Agreement be declared illegal by a court of  
11 competent jurisdiction, then that article, section, clause shall be deleted from this  
12 Agreement to the extent that it violates the law. The remaining articles, sections, and  
13 clauses shall remain in full force and effect.

14  
15 **B. Printing Agreement**

16  
17 The Association will print the Master Contract and provide one copy to each bargaining  
18 unit employee and one to the district.

19  
20 **C. Waiver**

21  
22 This agreement constitutes the entire agreement between the parties hereto. Neither party  
23 hereto shall have any duty or obligations to bargain with respect to any changes,  
24 modifications, or additions to this Agreement during its life. Changes, modifications, or  
25 additions may, however, be made at any time by mutual agreement. Any mutually agreed  
26 upon changes, modifications, or additions shall be in writing and duly executed by both  
27 parties hereto.

28  
29 **D. Duration Period**

30  
31 This Agreement shall become effective as of July 1, 2005, and shall be in full force and  
32 effect through June 30, 2007.

33  
34 **E.** This Agreement is executed and agreed upon this 14<sup>th</sup> day of March, 2005

35  
36 West Liberty Education Association  
37 Paraprofessionals

38  
39 By: [Signature]  
40 WLEA President

41  
42 By: [Signature]  
43 Chief Negotiator

West Liberty Community  
School District Board of Education

By: [Signature]  
School Board President

By: [Signature]  
Chief Negotiator

**2005-2007  
WEST LIBERTY PARAPROFESSIONAL  
SALARY SCHEDULE  
EXHIBIT A**

INCREASE \$ 0.20 2005-2006			INCREASE \$ 0.20 2006-2007		
STEP	PARA HOURLY RATE		STEP	PARA HOURLY RATE	
H/P	\$8.75		H/P	\$8.75	
0	\$8.85		0	\$8.85	
1	\$9.15		1	\$9.35	
2	\$9.25		2	\$9.45	
3	\$9.35		3	\$9.55	
4	\$9.45		4	\$9.65	
5	\$9.55		5	\$9.75	
6	\$9.65		6	\$9.85	
7-10	L1	\$9.80	7-10	L1	\$10.00
11+	L2	\$9.85	11+	L2	\$10.10

**Longevity:**

L1: Those employees at the top of the schedule who can not advance on the

schedule will receive an additional \$0.15 per hour through the 10th step.

L2: After the 10th step, longevity will be \$0.20 additional per hour for 2005-2006.

For 2006-2007, after the 10th step, longevity will be \$0.25 additional per hour.

Paraprofessionals will be paid \$1.00 per hour above the appropriate step when supervising study hall.  
Or when required to supervise a class when no teacher is present.

Paraprofessionals will be paid an additional \$1.00 per hour above the appropriate step when working with  
hearing impaired students or vision impaired students.

Paraprofessionals will be paid an additional \$0.50 per hour above the appropriate step when working with  
mobility impaired students.

Paraprofessionals will be paid an additional \$0.25 per hour above the appropriate step for those hours  
or portions of hours when working with severe and profound special education students.

The district will rely on State/AEA definitions for severe and profound inclusion of students for this category.

A District team will determine eligibility of employees for this additional hourly supplement.

Amounts of time less than 30 (thirty) minutes at a category that pays an additional amount are not cumulative  
and will not be considered for additional pay, unless regularly assigned by the district.

All employees will be paid at least minimum wage.

New hires with 1 to 2 years of experience will be placed at step 0.

New hires with more than two years of experience will be placed at step 1.

SEP 26 2005

Jay Bunn  
Main office